

Logansport/Cass County



Airport Authority

AIRCRAFT RENTAL AGREEMENT

Adopted

January 19, 2010

by

Logansport/Cass County Airport Authority

In consideration of the rental fees paid and covenants contained herein, the Logansport/Cass County Airport Authority, herein referred to as the "Operator" or "LCCAA", hereby leases to the "Renter" the designated aircraft referred to as the "Rental Aircraft".

A. General Provisions

- 1). Renter acknowledges and agrees that the Rental Aircraft is the property of the Operator.
- 2). Renter acknowledges that the Operator is responsible for maintaining the Rental Aircraft in an airworthy condition.
- 3). Renter agrees to operate Rental Aircraft in compliance with all applicable federal, state and local laws.
- 4). Renter agrees not to sublease Rental Aircraft or sell, assign, or otherwise transfer this Agreement.
- 5). Renter must comply with the Logansport/Cass County Airport Rules and Regulations as existing at the time of this Agreement or as hereafter amended, which rules and regulations are incorporated into this agreement by reference and made a part thereof.
- 6). Home Base for all rented aircraft shall be the Logansport/Cass County Airport (KGGP).
- 7). Renter expressly acknowledges personal liability to pay LCCAA for all service and time charges computed at the applicable posted rates for the following:
 - a). Service and time charges computed at the applicable posted rates until said aircraft is returned to home base.
 - b). Any loss or damage to the Rental Aircraft, its components, parts or equipment during the rental period.
- 8). Renter agrees not to tamper with, molest, modify or attempt to repair any parts of the aircraft or its accessories. This includes removal of seats or other equipment or installation of Renter's own devices. Portable GPS devices may be utilized with prior written authorization from LCCAA.
- 9). LCCAA reserves the right to refuse rental at all times.
- 10). Renter agrees that Rental Aircraft shall not be used or operated:
 - a). For any illegal purposes.
 - b). In any race, speed test or contest.
 - c). By any person other than the Renter who signed the agreement.
 - d). Outside the limits of the Continental United States.
 - e). To carry passengers or property for compensation or hire.

- f). For any flight for which the Renter is not properly rated or certified.
- g). For instruction by a non-approved instructor.

B. Renter Qualifications

- 1). Renter must hold a valid and current Student Pilot's certificate or better with appropriate ratings and endorsements.
- 2). Renter must possess a current and effective medical certificate.
- 3). Renter must satisfy the FAA's flight review requirements.

C. Initial Checkout and Currency Requirements. Renter shall be familiar with and may be asked to demonstrate his/her knowledge of FAA regulations in addition to any requirements listed below.

- 1). All renters must satisfactorily complete an initial check ride with an LCCAA approved Check Pilot prior to rental.
- 2). To maintain currency the Renter must meet the following requirements and any other FAA requirements for currency as a pilot in command:
 - a). Three (3) takeoffs and landings in the previous ninety (90) days in LCCAA aircraft.
 - b). Receive one (1) hour of annual dual instruction, or be signed off by an LCCAA approved Certified Check Pilot.

D. Rental Use Provisions

- 1). Aircraft are scheduled on a computerized scheduling system. Aircraft are not to be rescheduled or switched without prior approval by the LCCAA. LCCAA reserves the right to make changes to the scheduled aircraft reservations providing the change will be into an equivalent make and model of aircraft.
- 2). Renter must produce a photo ID, current pilot certificate, a valid medical certificate and current logbook when renting an aircraft. Regulations require the pilot to have his/her current medical and pilot's certificate "on their person" while exercising the privileges of his/her certificate. All such information provided by Renter is subject to verification by LCCAA. LCCAA will make and retain in Renter's file photocopies of Renter's pilot certificate, medical certificate, and acceptable photo identification.
- 3). LCCAA personnel and Renter will verify the Renter's Record and Account Ledger to ensure all information is current and accurate. The Rental Aircraft will not be checked out unless this documentation is complete and accurate.
- 4). The Aircraft Book will be given to the Renter after the information in paragraph 3 above has been verified and the renter pilot has signed the sign-out sheet and presented his/her solo authorization if applicable. This book contains a log for entering Hobbs

meter time as well as a listing of recurring Airworthy Directives and discrepancies. The Hobbs meter time must be verified by the Renter before starting the aircraft.

- 5). Aircraft must be scheduled only for the time that the rental pilot actually anticipates using the aircraft. Excessive scheduled time vs. actual time used may result in additional billing.
- 6). No-shows will result in additional billing at the applicable posted rate. Renter's aircraft reservation will be released if Renter is more than 15 minutes late and does not call to reconfirm reservation.
- 7). Any aircraft scheduled for eight hours (but less than 24 hours) will be subject to a (1) one-hour minimum rental fee. Thereafter, a minimum (2) two hours rental fee will be charged for each additional 24-hour period. At no time will the aircraft be scheduled for more than seventy-two (72) hours without prior approval from LCCAA.
- 8). Fuel purchased away from Home Base shall be reimbursed at the current posted price per gallon at the Logansport/Cass County Airport. When seeking reimbursement for fuel purchased away from home base, Renter must submit all fuel receipts at the time the aircraft is returned. Renter's name and telephone number must be printed on each receipt. Receipts may be submitted for reimbursement up to seven (7) calendar days after the flight date. No fuel reimbursements will be authorized after seven (7) days or without a receipt.
- 9). Landing at other than paved airports that are published on aeronautical charts is prohibited. Landing on non-paved airports or off airport without the express written consent of LCCAA may result in immediate suspension of rental privileges.
- 10). Flight plans must be filed with the appropriate Flight Service Station on all flights outside the local flying area (50 nm). A copy of the flight plan with an estimated return time and contact number must be left with LCCAA.
- 11). Renter shall not allow anyone else to pilot or fly the Rental Aircraft. No dual instruction may be given in LCCAA aircraft by other than an approved LCCAA Certified Flight Instructor.
- 12). When landing at airports other than the Logansport/Cass County Airport, the Renter is responsible for tie down, hangar, preheating, landing and any other incidental fees incurred as a result of his/her usage.
- 13). Student pilots must have their student pilot certificate and logbook endorsed by an LCCAA approved Certified Flight Instructor before an aircraft will be dispatched to them.
- 14). In keeping with FAA regulations, no LCCAA aircraft may be flown lower than 500 feet AGL except for takeoff, landing, or an emergency. No solo emergency landing practice is allowed. Dual emergency landing practice must be terminated no less than 500 feet AGL unless over a runway. Minimum controllable airspeed, stalls, steep turns and all other maneuvers not necessary for normal flight must be conducted above 1,500 feet AGL in single engine aircraft.

- 15). Renter will personally conduct a preflight inspection of the aircraft as prescribed by the manufacturer. Renter shall use the manufacturer's recommended pre-takeoff, cruise and pre-landing checklists.
- 16). Renter shall not operate the aircraft under the influence of any non-FAA approved medication or substance. Additionally, Renter shall not operate the aircraft for a period of at least 18 hours after using intoxicating substances such as liquor, tranquilizers, and sleeping aids.
- 17). Renter shall plan to operate the aircraft only when the present and forecasted weather indicates VFR conditions local and en route unless Renter is instrument rated, current for IFR in make and model of Rental Aircraft and specifically approved by the LCCAA for IFR flight.

E. Cancellations

- 1). Renter is required to provide a minimum of four (4) hours notice of cancellation so that the Rental Aircraft can be made available to other Renters.
- 2). Cancellations made within four (4) hours of scheduled time, other than cancellations due to weather or Renter illness shall be subject to a cancellation fee of one hour of flight time at the applicable posted rate.
- 3). Notification of cancellation must be made via the computerized reservation system or to LCCAA personnel.

F. Delayed Return Provisions

- 1). Renter agrees to return aircraft at or before the scheduled time so as not to impact another Renter's scheduled time.
- 2). Renter shall notify LCCAA immediately if Renter will not arrive back at Home Base as scheduled.
 - a). Delayed returns, not related to weather or maintenance that result in a subsequent Renter's schedule cancellation will result in Renter being charged for the full amount of lost schedule time due to the delay.

G. Aircraft Care. Renter shall exercise due care for the protection of the Rental Aircraft, including compliance with the following provisions:

- 1). Never leave Rental Aircraft untied and unattended. If it is necessary to leave the Rental Aircraft, all three tie downs must be properly attached to appropriate moorings. Use chocks when parking on a ramp that does not have tie downs.
- 2). To protect the windshield, never put anything on the dash of the aircraft.

- 3). Never push on the tail to move the Rental Aircraft. Always use tow-bars to push back the Rental Aircraft. If the tow-bar is missing, use one from a nearby aircraft and return it when finished.
- 4). Remove all trash from the Rental Aircraft. Failure to clean the Rental Aircraft shall result in a service charge by LCCAA at the applicable posted rate.
- 5). For dust control purposes, close all windows after each flight.
- 6). No animals may be transported in Rental Aircraft at any time.
- 7). Smoking is prohibited in Rental Aircraft at all times.

H. Overdue Aircraft Emergency Response Plan

- 1). One (1) hour after the time of the Rental Aircraft's scheduled return to Home Base, LCCAA will begin the Emergency Response Plan, unless the Renter has notified LCCAA of the delay in return and has verbally or electronically provided a modified return schedule.
- 2). If Renter fails to contact LCCAA to advise of his or her delayed return, the Renter shall be subject to a **PENALTY CHARGE of \$100** and a suspension of rental privileges.
- 3). A copy of the Overdue Aircraft Emergency Response Plan is located in the aircraft book and copies may be obtained at the LCCAA's reception desk.

I. Accident/Incident Requirements

- 1). In the event of an accident or incident involving Rental Aircraft, Renter shall act according to the tenets of NTSB Part 830; including, but not limited to, compliance with the following:
 - a). Seek to secure the scene of the incident and as far as possible preserve and prevent any further damage to passengers or aircraft.
 - b). Notify and cooperate with the proper federal, state, and local authorities.
 - c). Report the event to LCCAA as soon as possible using the emergency communication protocol included with the Rental Aircraft documents.
 - d). Record the names and addresses of any witnesses to the accident or incident.
 - e). Prepare and file the required and appropriate forms.
- 2). LCCAA will begin a review of each accident or incident. During this review period Renter's flight privileges shall be suspended. Prior to reinstatement of flight privileges, Renter may be required to take additional training as deemed necessary by LCCAA. All cost of additional training shall be the responsibility of the Renter.

- 3). A Renter whose pilot error caused damage shall be suspended from operating LCCAA owned aircraft.

J. Flight Completion

- 1). Renter must fill in the ending Hobbs meter time and complete a discrepancy form indicating any inoperative equipment or malfunctions discovered during the flight. If the Hobbs meter time has begun to roll to the next number, record the next number.
- 2). Upon returning the Rental Aircraft to Home Base, the Renter is required to properly store the Rental Aircraft in the hangar, unless instructed otherwise by LCCAA, and ensure that the master switch is turned off. A fee shall be charged, at the applicable posted rate if any of these items are not completed. Tow bars, purchased with each aircraft are to be used to move the aircraft into hangar. Tow bars are not to be removed from the aircraft.
- 3). When the aircraft book is returned to the front desk, an invoice will be generated for the flight. Payment for the full balance is due upon presentation of the invoice. Payment may be made by cash, check, prepaid account, or by an accepted credit card.

K. Transient Maintenance Provisions. LCCAA makes every reasonable effort to keep Rental Aircraft in sound mechanical condition. However, occasionally breakdowns occur while away from Home Base. The following terms and conditions apply should a breakdown occur while away from Home Base.

- 1). In the event of breakdown Renter shall notify LCCAA of the problem immediately. If personnel are not available, Renter must leave a message with appropriate information which shall include at a minimum the following: Renter's name, aircraft number and telephone number where Renter can be contacted.
- 2). Renter shall not authorize any repairs to be made to the Rental Aircraft without approval from the LCCAA representative. Failure to obtain prior authorization could result in the Renter being responsible for a portion of the bill.
- 3). Other expenses incurred by the Renter as a result of a mechanical delay such as rental cars, hotel rooms, meals, air transportation, etc. will not be reimbursed.
- 4). LCCAA will be responsible for transporting the Rental Aircraft back to Home Base if repairs cannot be completed before Renter must return to Home Base and such repairs are deemed not to be the fault of Renter.

L. NOTICE OF INSURANCE COVERAGE

- 1). Pursuant to Indiana Code §8-21-3-19.5, Renter is hereby notified that LCCAA maintains the following insurance coverage with regard to the Rental Aircraft:
 - a). Liability Coverage

Combined Single Limit Bodily Injury, Including Passengers and Property Damage	Each Person \$100,000.00 Each Occurrence \$1,000,000.00
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- b). Hull damage to the aircraft under any insurance contract or policy is in the name of or for the benefit of LCCAA and Renter is responsible for any and all damage to the aircraft that occurs during the rental period, including, but not limited to, LCCAA's insurance deductible for hull damage which is \$1,000.00.
 - c). LCCAA's insurance company has full rights to subrogate against Renter for any payments it may be required to make on account of any damage or loss arising out of Renter's operation of the aircraft. It is strongly recommended that Renter carry insurance to protect Renter partially or to fully to cover this possibility. It is further strongly recommended that Renter purchase a Non Owned Aircraft Insurance Policy from an insurance company to protect Renter in situations where Renter may be found liable under the law for personal injury and/or property damages, including damage to the aircraft itself.
 - d). Pursuant to Indiana Code §8-21-3-19.5, this NOTICE OF INSURANCE COVERAGE constitutes a part of a rental agreement. Each Renter must provide written acknowledgment of receipt of the notice.
 - e). Pursuant to Indiana Code §8-21-3-19.5, receipt of this NOTICE OF INSURANCE COVERAGE constitutes notice for a subsequent rental of the same aircraft to the same person unless the amount of insurance coverage has been reduced or eliminated (as specified in the original notice), in which case a new notice will be provided at the time of rental. The new notice must be signed by the Renter.
- M. **DISCLAIMER OF WARRANTIES:** Renter hereby acknowledges that LCCAA is not the manufacturer of the aircraft, or the manufacturer's agent, and that **LCCAA MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE FITNESS, WORKMANSHIP, DESIGN, CONDITION, OR MERCHANTABILITY OF THE AIRCRAFT, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THE QUALITY OR CAPACITY OF THE MATERIAL IN THE AIRCRAFT.**
- N. Renter agrees to release, indemnify, and hold LCCAA, its officers, and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims and judgments of any kind whatsoever, including all costs, attorney's fees, and expenses incidental thereto, which may be suffered by, or charged to LCCAA, by reason of any loss of or damage to any property, or injury to, or death of a person, arising out of or by reason of any breach, violation, or nonperformance by Renter of any covenant or condition of this Agreement, or by any act or failure to act on the part of the Renter. LCCAA shall not be liable for its failure to perform under this Agreement, or any loss, injury, damage, or delay of any nature whatsoever resulting therefrom or caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war, or any other cause beyond LCCAA's control.
- O. LCCAA hereby disclaims, and Renter hereby releases operator from, any and all liability, whether in contract or tort (including strict liability and negligence), for any loss, damage, or injury of any nature whatsoever sustained by Renter, its employees, agents, or invitees during the term of this agreement, unless such loss, damage, or injury is caused by LCCAA's gross negligence. The parties hereby agree that under no circumstances shall LCCAA be liable for indirect, consequential, special, or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss of revenue or anticipated profits or other damage related to the renting of the Rental Aircraft under this agreement.

- P. Renter agrees and/or acknowledges that if Renter defaults in the performance of any of his/her obligations under this agreement, LCCAA, at its option, and without further notice, has the right to terminate the Agreement and to repossess the Rental Aircraft without being deemed guilty of trespass, breach of peace, or forcible entry and detainer, and Renter hereby expressly waives the service of any notice. Exercise by LCCAA of either or both of the rights specified above shall not prejudice LCCAA's right to pursue any other remedy in law or equity. Renter hereby agrees and acknowledges that the Aircraft may be repossessed, at Renter's sole cost and without notice, if it is not returned on the due-back date, is illegally parked, is operated in violation of any federal, state or local law or regulation, or is operated outside the scope of this Agreement, appears to be abandoned or if Renter had gave false or misleading information at time of rental.
- Q. This Agreement shall be construed in accordance with the laws of the State of Indiana.
- R. Renter is not and shall never at any time during the term of this Agreement become the agent of LCCAA, and LCCAA shall not be responsible for the acts or omissions of Renter, its agents, or servants.
- S. The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive and shall be in addition to all other rights and remedies.
- T. Cost and Expenses of Enforcement. In the event Renter breaches the terms of this Agreement and LCCAA takes action to enforce this Agreement, Renter agrees to pay to LCCAA all cost and expenses associated with such enforcement activity, including reasonable attorney's fees, whether or not a legal proceeding is filed.
- U. Terms of Agreement. This Agreement commences on the date stated hereafter and continues in full force and effect thereafter and applies to all aircraft rentals by Renter after the date hereof unless modified in writing by agreement of the parties.

Dated this _____ day of _____, 20_____.

Logansport/Cass County
Airport Authority

By _____
Chad Weisend, Airport Manager
Or designee.

Renter Signature

Renter Printed Name

AIRCRAFT RENTAL APPLICATION

Logansport/Cass County Airport Authority
3735 S. Airport Road
Logansport, Indiana 46947 574-735-3082

PERSONAL

Name _____
(First) (Middle) (Last)

Address _____
(Street) (City) (State) (Zip Code)

Telephone _____ Cell Phone _____
(Area Code) (Area Code)

Social Security Number _____

Driver's License Number _____ State _____ Expiration Date _____

E-Mail _____

Are you a citizen of the United States? Yes No

PILOT INFORMATION

Student: Private: Commercial: Instrument: Instructor:

Pilot or Student Certificate #: _____

FAA Medical Certificate Date Issued: _____ Class: _____

List Waivers (if none, write None): _____

Date of last Flight Review: _____

	Yes	No
As pilot-in-command or as co-pilot have you had or been involved in any aircraft accidents/incidents?	<input type="checkbox"/>	<input type="checkbox"/>
As pilot-in-command or as co-pilot have you ever been found guilty on any FAR violations?	<input type="checkbox"/>	<input type="checkbox"/>

Please explain fully any "Yes" answer to the above questions:

Total Flight Time: _____ Hours Actual Instrument: _____

EMERGENCY CONTACT INFORMATION

Name _____
(First) (Last)

Address _____
(Street) (City) (State) (Zip Code)

Telephone _____ Cell Phone: _____
(Area Code) (Area Code)

Emergency contact information will be reviewed prior to each flight.

ACKNOWLEDGEMENT

I represent that the information provided is true and complete and that no material information has been withheld. I have read and agree to comply with the terms and conditions of the Logansport/Cass County Airport Authority Aircraft Rental Agreement. I have presented my pilot and medical certificates to be photocopied. I acknowledge that I have received a copy of this Agreement.

Applicant's Signature _____ Date _____

NOTICE OF INSURANCE COVERAGE

I acknowledge that I have received a copy of the NOTICE OF INSURANCE COVERAGE contained in the Aircraft Rental Agreement.

Applicant's Signature _____ Date _____

Credit Card Authorization

Credit Card Type _____ Card Number _____

Name _____ Exp. Date _____ CVV _____
(as it appears on the Card)

Cardholder authorizes the Logansport/Cass County Airport Authority to charge the above credit card for service and time charges related to aircraft rental services. This authorization shall remain in effect until canceled, in writing, by the cardholder.

Cardholder Signature _____ Date _____

RENTAL AUTHORIZATIONS

Date	Aircraft Make/Model	Instructor	CFI Certificate #

Instrument Rating Authorization: Yes No Instructor _____

Internal Use Only

Items on File: Drivers Lic. Pilots Cert. Medical

Application Status: Approved Denied (For explanation see below)

Authorized Signature _____ Date _____